

CALIFORNIA AIR NATIONAL GUARD
Collective Aspiration Agreement

Between

The Adjutant General and NAGE Local R12-120

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CALIFORNIA AIR NATIONAL GUARD
MISSION STATEMENT AND VISION STATEMENT

MISSIONS

The members of the California Air National Guard serve our communities, our state, and our nation. We are ready to protect the lives and property of our citizens, to preserve peace, order, and public safety in our state, to add value to California and America, and to support the United States' national security objectives.

OUR GOALS

Readiness
Community Support

OBJECTIVES :

Training
Resourcing
Positioning for the Future
Adding Value

STRATEGIES :

excellence
Individual Training
Collective Training
Personnel
Real Property
honored
Equipment
Technology
Services
Fiscal Management
Future Roles and Missions
Public Relations
enthusiasm Community needs and
creativity,
Expectations

OUR VISIONS

We envision a premier
California Air National
Guard..

... where employees are
proud and ready to serve
their state and their
nation,

...committed to

in working cooperatively
and supportively to
perform our mission,
...where people are

as individuals empowered
to be all they can be
...where responsibilities
of leadership and
followership are learned
and lived with and

...that is boldly
positioned for the 21st
century.

Preamble to the Aspiration Agreement

This is an Aspiration Agreement so termed because the Union-Management team aspires to a greater level of cooperation than that which we have so far achieved. When you read the terms "us" or "we" in this Agreement, it means the Union-Management team.

The Aspiration Agreement differs from a standard contract in the fact that we have agreed to "re-negotiate" any item in this Agreement at the call of either member element at any time. In a standard contract, there is no re-negotiation during the life of the contract on anything already negotiated.

Note the quotation marks around the term re-negotiate above. This Agreement wasn't really negotiated. Its elements were offered for discussion and the team that crafted it developed the language contained herein until it was agreeable to both sides. It is a product of cooperation arrived at through interest-based bargaining. This is a product of the growing partnership between the Adjutant General (TAG) and the National Association of Government Employees (NAGE), Local R12-120.

What else has this Partnership produced? Some time ago it produced "flextime". Recently it produced the compressed work schedule. In addition, the partnership has recently produced: direct union participation in the crafting of several Technician Personnel Pamphlets; a new appraisal system; participation in Human Resource Office (HRO) practices and exercises; and an open invitation to the Union to attend planning meetings dealing with finances, training, and many other topics.

In this document, references to employees or the Union mean the bargaining unit which is exclusively represented by NAGE, Local R12-120. Terms referencing Management include managers, supervisors, personnelists, professionals, and confidential employees of the California Air National Guard (CA ANG).

We agree to abide by the principles of the Labor Relations Act in the conduct of our relationship. We believe, as a matter of policy, that this Agreement applies equitably to all employees of the CA ANG without regard to age, race, color, religion, national origin, or non-disqualifying handicap. Management will ensure all non-bargaining unit members will adhere to this policy.

The Union will continue to be invited to participate in matters dealing with military technician affairs. This is a departure from the days when management made all decisions without input of the people most affected. We are committed to cooperation, and a trusting Partnership, resulting in the CA ANG that is boldly positioned for the 21st Century through employees who are committed to excellence!

A. CONTINUOUS AGREEMENT LANGUAGE IMPROVEMENT

1. PRINCIPLE:

During the course of this Agreement a negotiation team may modify existing language or add new language to the Agreement or develop and execute Memorandums of Understanding.

- a. The decision must be made by Union-Management team consensus.
- b. This decision is binding on Union and Management.
- c. Re-negotiation may be initiated at the call of either party.
- d. The Union-Management team will publish changes or clarifications to the Agreement.

B. AD HOC NEGOTIATIONS

1. PRINCIPLE:

Ad hoc negotiations will be carried out to achieve a timely resolution that satisfies all interests of Management and the Union. Union and Management will work together to conclude all negotiations in a timely manner, and share information and ideas completely and freely.

2. SPECIFICS:

a. Use of Interest-Based Bargaining (IBB). Negotiations will be done using the Federal Mediation and Conciliation Service (FMCS) Interest-Based Bargaining Model (page 5) or another mutually agreed model.

b. Notification of Union.

1. Management will notify the Union in writing of proposed changes in personnel practices, policies or working conditions affecting members. Union will respond, in writing, to requested negotiations or offer comment within 15 calendar days of receipt.

2. Management may implement the change if Union does not request negotiations.

3. Written notifications and response will be routed via HRO.

4. All written notifications and responses will define the issue, interests, and known options in a manner similar to the Interests, Issues and Proposed Resolution form on page 8A.

5. Prior to implementation, Management will provide the Union with copies of new instructions, notices, or revisions that involve or impact members.

3. MEDIATION AND IMPASSE:

Negotiations not concluded within 90 days (or longer by mutual agreement) may be brought to the FMCS followed by Federal Service Impasse Panel (FSIP) by the Union President or the TAG.

**FEDERAL MEDIATION AND CONCILIATION (FMCS)
INTEREST BASED BARGAINING MODEL**

A. PREPARE FOR INTEREST-BASED NEGOTIATIONS

1. Educate constituents about the process.
2. Seek information from you constituents.
3. Compile a list of issues and interests.
4. Write an opening statement.
5. Convene a pre-negotiation meeting.
6. Share a list of issues.
7. Reach consensus on ground rules.

B. OPEN NEGOTIATIONS

1. Share opening statements.
2. Discuss the lists of issues.

C. (Continued)

6. Develop the solution and capture it in:
 - Combine options.
 - Reach consensus on the solution.
 - Draft the solution
 - Check for consensus on the
 - Written solution

D. COMMUNICATE THE RESULTS TO THE CONSTITUENTS

1. Prepare a joint statement about the process and its

**C. NEGOTIATE USING THE
PROBLEM-SOLVING PROCESS**

results.

1. Select an Issue.
 Jointly select an issue.
 State the issues clearly.
2. Discuss all interests behind
the issue.
 Flip chart interests.
 Discuss and clarify interests.
 Identify mutual interests.
3. General options
 Use brainstorming.
 Generate options that:
 Satisfy one or more
 interests.
 Satisfy others' interests.
 Clarify and ready the
 options for evaluation.
4. Establish standards
 Propose possible standards—
 qualities of a solution.
 Clarify the meaning of each
 proposed standard.
 Reach consensus on standards.
5. Evaluate each option against the
standards.
 Discuss each option.
 Amend, combine, or develop new
 options.
 Eliminate options which meet few
 or no standards.

C. ALTERNATIVE DISPUTE RESOLUTION (ADR) SYSTEM

1. PRINCIPLE:

a. A dispute resolution system should achieve a mutually agreeable solution, without fear, based on open communication. Most of all, it should maintain the dignity of all involved and foster win-win results.

b. It is the intent of Union and Management to support:

- 1) A revised five-step grievance procedure.
- 2) Alternative Dispute Resolution (ADR).

2. BASIS:

a. We believe the first and best place to solve problems is between grievant and respondent. But, sometimes problems cannot be solved this way. Sometimes the problem is not between the grievant and respondent. So, what we really need is choice.

b. It is the intent of Union and Management to craft a flexible dispute resolution system that offers choice. Disputes should be resolved through an appropriate process. The traditional five-step grievance process may, in fact, be the best choice under certain conditions; other times, not.

c. We call the spectrum of choices ADR, which includes an improved traditional grievance process plus a host of alternatives. By creating alternatives, we create more opportunity for win-win solutions.

d. The ADR system should be utilized as the first method to resolve disputes where appropriate. Where ADR fails or is inappropriate, applicable directive, regulation or law will be followed.

D. RESTORING GOOD BEHAVIOR

1. PRINCIPLE:

a. Most people want to do a good job, be treated with respect and treat others with respect. To achieve the ***Vision and Mission***, behaviors that run counter to these principles must be corrected. Management should use the lowest level actions that achieve acceptable results. These actions range from dialog to obtain mutual understanding through removal. When inappropriate behavior warrants corrective action, we agree that the action should be determined based on severity of the act. In addition to the appropriate regulations "The Douglas Factors" are listed in Appendix 1, page 16. Management may consider "The Douglas Factors" in assessing severity of disciplinary actions.

b. Figure 2 provides an overview of the ADR system. Note the inter-relatedness of the various options. These options will be explained in detail.

E. FIVE-STEP GRIEVANCE PROCEDURE

1. The five-step grievance procedure is the preferred and suggested option for any grievable issue. The timeline for this procedure is shown on the following page.

2. Key points to remember about the five-step grievance:

a. All applicable steps must be followed in order.

b. The parties will hold these meetings, even if they believe the issue is "cut and dry" to resolve any issues raised.

c. A member can ask for Union representation at any meeting. Additionally, the Union has the right to be present at all meetings.

d. Time extensions may be mutually agreed upon between the Management decision official and the grievant at each step.

e. As a matter of principle, the parties will move to a prior step if the nature of the grievance changes substantially during the process. The nature of the grievance changes when new, related issues are added that were not known to the parties in the previous step. Providing amplifying information does not change the nature of the grievance.

f. At any point in the process, Management and Union may agree to a different approach, such as facilitation and mediation. These and other alternative dispute resolutions are discussed in detail starting on page 9.

g. Union and Management have the right to present witnesses and/or evidence. Witnesses will be granted reasonable official time to present testimony.

h. Actions taken pursuant to title 32 section 709(e) are excluded from a negotiated grievance procedure.

3. Five-Step process as depicted in figure 3:

Step 1

a. The member has 10 calendar days from becoming aware of the grievable incident to raise the issue to the supervisor. The issue must be addressed to the supervisor in person. The issue can be addressed verbally or in writing by

completing a "Issues, Interests and Proposed Resolution Form" on page 8A. This marks the Step 1 notification date. Even if verbally notifying the supervisor, the member must:

Define the issue: What specifically has happened, or may happen, that upsets the member?

Define interests: What specifically are the needs and concerns of the member in resolving the issue?

Define resolution: What is the specific proposed resolution?

b. The supervisor meets with the member before providing a response to open a dialog addressing the Member's issues, interests and proposed resolution. This meeting is the most important part of the grievance process. The goal is complete and open communications.

c. The supervisor will provide a response within 10 calendar days of Step 1 notification. If the member submits the Issue, Interest and Proposed Resolution Form, the supervisor will provide a written answer on the same form within 10 calendar days, in addition to a verbal reply.

d. The member may accept the supervisor's offered resolution, or move on to Step 2. If the resolution is accepted, the member will, in writing, communicate this to the supervisor. Acknowledgment of acceptance or non-acceptance must be made within 10 calendar days of offered resolution.

Steps 2 through 5

a. Except for the deciding official, the next three steps are the same. The deciding officials are:

- 1) Step 2 = Second Line Supervisor
- 2) Step 3 = Directorate
- 3) Step 4 = Command Administrative Officer
- 4) Step 5 = The Adjutant General

b. All steps require a written grievance and written deciding official reply. Each document will clearly list the issue, interests and proposed resolution.

c. The member must file a written grievance to the next step within 10 calendar days. The receiving supervisor will notify the HRO or designated representative of acceptance of a written grievance. The HRO will notify the Union.

d. The deciding official will hold a meeting with the member. The goal is complete and open communication that addresses issues, interests and resolution options.

e. The deciding official will provide a written response within 10 calendar days of notification. The response will address, as a minimum, the member's issue, interests and proposed resolution. The member may accept the offered resolution, if any, or move to the next step.

f. If the resolution is accepted, the member will communicate this to the deciding official in writing within 10 calendar days of the offered resolution.

Step 6

a. Binding Arbitration: Only the TAG or Union President may refer a grievance to binding arbitration.

b. Cost share formula: Union and Management will each pay one-half of all arbitration costs including filing fees.

c. Arbitration: Once arbitration is initiated, parties have 10 calendar days from date of receipt of arbitration request to select an arbitrator.

d. If agreement cannot be reached, either party may request the FMCS to provide a list of five (5) impartial, qualified arbitrators.

e. The parties will meet within three (3) calendar days after receipt of the FMCS list. If they cannot mutually agree on the arbitrator, the parties will flip a coin. The "winner" will strike one name from the list of five. Striking will alternately continue until only one name remains. This person becomes the arbitrator.

F. ALTERNATIVE DISPUTE RESOLUTION

1. Figure 2 on page 7A shows how the following ADR "fit" in the overall system. Their use must be mutually agreed to between Management and Union.

a. As a matter of principle, we expect the member and supervisor to solve problems early through open, candid dialog. There may be occasions, however, where it may be appropriate for the Union to bring an issue directly to a higher level. For example, the grievance may be an issue having little to do directly with actions in the work center.

b. Once the directorate receives a grievance, an alternative may be proposed. For example, mediation or other mutually accepted method.

c. Local Level Facilitation and Mediation.

1) Union and Management will establish and train a group of mutually agreed upon facilitators and mediators.

2) These people may be requested by Union or Management to facilitate or mediate a dispute.

3) The facilitator/mediator selection and "ground rules" must be mutually agreeable to Union and Management and the potential facilitator/mediator.

4) Management and Union may select someone not on the list. In these cases, Union and Management will each pay one-half the costs.

5) Union and Management agree to work together in partnership to develop improved ADR.

G. ALTERNATIVE DISPUTE RESOLUTION DEFINITIONS

1. Interest-Based Problem Solving - Focuses on interests, not positions, that create effective solutions for mutual gain.

2. Local Level Facilitation - Is the attempt by a neutral third party to reduce tensions and improve communications among the parties in an effort to get them to agree on a process resolving their dispute. (See item F, 1c above.)

3. Local Level Mediation - Involves using a trained neutral third party to help disputants negotiate a mutually agreeable settlement. The mediator has no independent authority and does not render a decision; any decision must be reached by the parties themselves. (See item F, 1c above.)

4. Binding arbitration - Is when the parties enter into a commitment to be bound by the opinion of the decision maker rather than merely being obligated to consider the recommendation. If the parties have elected binding arbitration, the third party's decision has the force of law, but it does not set a legal precedent nor is it appealable in a court of law except under extraordinary circumstances.

5. Other - Mutually acceptable partnership-created methods to resolve a dispute.

H. HOURS OF WORK, COMPENSATORY TIME OFF, AND LEAVE

1. HOURS OF WORK

a. PRINCIPLE:

1) We believe that work schedules should provide the best possible customer service and quality of work life, balanced with the need to be a good steward of the taxpayer's dollar. In creating new work schedules, imagination and innovation shall be applied.

2) It is the intent of Management and Union to support:

- a) Piloting new schedules
- b) Equity in work schedule assignment

3) Hours of work will be set by the TAG. Full consideration will be given to Alternative Work Schedules.

4) Two fifteen (15) minute rest periods are authorized for each employee during the duty day: one 15 minute rest period before and one 15 minute period after the lunch break.

5) If applicable, based on working conditions, members may be allowed a wash up period before lunch and before leaving work.

2. OVERTIME/COMPENSATORY TIME

a. PRINCIPLE:

1) Work in addition to the regular duty day is used as a tool to further the mission of the CA ANG when and where it makes business sense. Compensatory time will be granted in accordance with applicable law and regulations. It is the intent of Union and Management to support:

a. Management/Business Based Compensatory Decisions. It may be necessary to perform Compensatory Time to accomplish tasks that cannot be done during normal working hours to accomplish unforeseen emergency work. In every case, alternatives to compensatory time should be considered prior to its use. Questions that need to be considered are:

- 1) Does this situation constitute an emergency for the customer, requiring someone to come in or remain at work?
- 2) Can the problem be fixed during the next regularly scheduled work shift?
- 3) What is the impact if the compensatory time is denied?

b. Fair and Equitable Compensatory Assignment- - During normal working hours, compensatory time should be first offered to the member who normally performs the work during regular working hours. This should foster ownership of the work product. On long duration jobs, the compensatory time should be rotated between members.

c. Employees will be given notification of overtime assignments as far in advance as possible.

d. Compensatory time will not normally be generated on Saturday, Sunday, or in-lieu-of holiday preceding or following a holiday, unless dictated by mission requirements as determined by the employer.

3. LEAVE

a. PRINCIPLE:

1) We believe that leave, managed fairly and approved in a timely manner, can increase productivity and improve job satisfaction individually and in the work center. We support time off from the workplace for rest and relaxation through annual leave (AL).

Other types of leave such as sick leave (SL), leave without pay (LWOP), court, military, family friendly leave, maternity and paternity leave are essential to promote the health and welfare of members, provide community support, and maintain a strong defense. Annual leave will be approved based on consideration of the needs of the member and needs of the customer. Disputes will be resolved using the ADR System.

2) It is the intent of Union and Management to support:

a) A consistent leave system that encourages planning

b) Special leave programs that help people

3) Leave will be granted in accordance with applicable law and regulations.

4) Employees called back on emergency duty occurring outside their regular work hours shall be granted a minimum of two hours compensatory time for each such call back in accordance with existing regulations applicable to employees under this agreement.

I. PERFORMANCE AND RECOGNITION

1. PRINCIPLE:

a. People want to do quality work in support of the CA ANG. They want to work in an environment where leaders are coaches, helping people do their best. In order to do their best, people need feedback.

b. It is the intent of Management and Union to support:

1) Performance evaluations that rate members on what they do and how well they do their jobs.

2) There should be no "surprises" at rating time.

c. People who put in extra effort or achieve beyond the norms should be recognized. We pledge to create a work environment that is vibrant, stimulating, and professionally

rewarding through an awards system. We reward people individually and in teams. We reward for the right reasons.

J. PERSONNEL ACTIONS

1. PRINCIPLE:

a. We believe every employee has the right to request a desk audit or appeal the classification of his/her position. Management will notify the Union whenever there is a Detail, Wage Survey, or a proposed Reduction in Force (RIF).

1) The Supervisor and/or HRO will advise employees in writing on procedures and appeal rights for classification actions.

2) Management will notify and involve the Union when performing a mock RIF.

3) Management and Union will work together to avoid RIFs and furloughs to the maximum extent possible. We will use interest-based problem solving.

4) Management agrees to advise the Union of the receipt of official notification of a full scale wage survey. In the event Management is requested by higher authority to furnish employees as Wage Data Collectors incident to the wage survey, the Union and Management may each select 50 percent of employees to be surveyed. All wage surveys may be done on official time.

5) All personnel actions, including promotion and internal placement of both excepted and competitive employees, will be administered in accordance with applicable law and regulations.

K. TRAINING AND EDUCATION

PRINCIPLE: The CA ANG is a place where training and education is valued and encouraged. Training builds skills, skills increase quality, improves morale, and increases customer satisfaction. Union and Management will work together to identify and fairly distribute employee training and encourage further education.

L. WORK ENVIRONMENT

1. PRINCIPLE:

a. We believe in the inherent worth and dignity of every person in the CA ANG. People should be treated with respect and not be subject to harassment, derogatory remarks or discrimination. They should work in a safe and healthy environment that fosters mission completion in a productive manner.

b. It is the intent of Union and Management to support:

- 1) Safe and healthy work practices and work areas.
- 2) A workplace safety education program
- 3) A wellness program that aims to prevent workplace injuries and reduce the chance of workplace violence.
- 4) Rest periods that revitalize, promote safe work practices, and maximize productivity.

2. PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

a. Specific personal protective equipment may be required to safely perform work tasks (e.g. welders gloves and safety glasses).

b. Management will furnish approved protective clothing and equipment in accordance with applicable regulations.

c. "Approved" personal protective equipment must meet standards defined or referenced by applicable regulations, the American Standards Institute (ANSI) or other recognized safety organizations.

3. SAFE WORK PRACTICES

Members will not perform any action they believe is unsafe or unhealthful for themselves or others. Instead, report the safety issue to the supervisor. Members have the right to communicate the unsafe or unhealthful condition directly to the safety office. The member has appeal rights established by law.

4. WORK AREAS

Union may request Management to investigate for potentially unsafe work areas. Management will involve the Union in pre-decisional dialog prior to making safety-driven changes to the work place.

M. PARTNERSHIP SUPPORT

1. PRINCIPLE:

We are committed to pursuing the vision, accomplishing the mission, and achieving the goals of the CA ANG. To do this we will work together; sharing not only information, but resources within the constraints of the law.

2. TRAINING

Official time for training will be provided as identified for the mutual enhancement of profession Union, Management, environment, and relations.

3. BULLETIN BOARDS

We agree to maintain Management-provided and Union-maintained information bulletin boards at various locations throughout the CA ANG. The boards will be of size, type, and location to be defined by a Memorandum of Understanding (MOU).

4. E-MAIL

a. The Union will be provided with adequate space, access to a telephone, and the use of the internal communication/mail system.

5. UNION DUES AND INTERNAL UNION MATTERS

a. In accordance with the Federal Service Labor-Management Relations Statute (7115)(a), an employee may request payroll deductions for labor organization dues. Members must use Standard Form 1187, supplied by the Union, to request payroll deductions for labor organization dues. Completed forms are turned into the appropriate ADSN **and shall remain in effect for one year.**

b. **After deductions for union dues have been in effect**
one year, employees may revoke their voluntary authorization for allotment of Union dues by completing Standard Form 1188 and submitting it to the Civilian Pay Office, by March 1st annually. The revocation will become effective the first pay period following March 1st.

6. COPIES OF THE CONTRACT

a. We agree that Management will make available the Collective Aspiration Agreement (CAA) to all employees. Additional copies of this agreement will be given to the Union for distribution to new employees.

b. The review date for this CAA is three years from the date of approval.

Appendix 1

THE DOUGLAS FACTORS

(Excerpt from the Merit System Protection Board (MSPB)
Decision in the Douglas Decision).

Court decisions and Office of Personnel Management and Civil Service Commission issuances have recognized a number of factors that are relevant for consideration in determining the appropriateness of a disciplinary action.

Without purporting to be exhaustive, those generally recognized as relevant include the following:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was recently repeated;

2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offense;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have entered
into this agreement on the day of .

FOR THE EMPLOYER:

FOR THE UNION:

Jeffrey D. Stuard
Chief Negotiator
NAGE

Jerry Maine
National Representative,

